

Seattle Water Department

MEMORANDUM



SGT C C
to Engman
and
Original
to

Seattle WE

1-9-90

DATE: November 27, 1989

TO: Distribution List

FROM: David Parkinson 

SUBJECT: Cedar River Temporary Steelhead Trap Facility
Memorandum of Understanding (MOU)

Enclosed is the final draft of the Memorandum of Understanding governing the construction and operation of the Temporary Steelhead Trap facility on the Cedar River at Landsburg. Several minor alterations have been made to the text which you reviewed in early October. These changes are the result of comments and suggestions on the initial draft made by the Parties. I feel that the final draft as written successfully reflects the intent of cooperation desired by the Parties. For that reason, I am hopeful that this draft will meet with your agency's approval and that it can be returned to the Water Department without additional change.

Please have your designated signator sign and date the appropriate page of this agreement and return the original to Nancy Davidson. When all of the signatures have been obtained and the documents returned to SWD, copies of the final, signed MOU will be sent to all Parties. Since the Project is moving forward quickly, we would like very much to have the signed copies of the MOU in our possession by January 1, 1990.

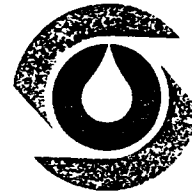
If you have questions or concerns regarding the finalization of the MOU please contact Jay Laughlin at 684-5927 or Nancy Davidson at 684-4608.

Distribution List:


Jon Linvog, NMFS
Don Finney, MIT
Gary Engman, WDW ✓
Tim Bodurtha, USFWS
Nancy Davidson, SWD

Seattle Water Department

Robert P. Groncznack, Superintendent
Charles Royer, Mayor



MEMORANDUM OF UNDERSTANDING

DATE: November 27, 1989
TO: Distribution List 
FROM: Robert P. Groncznack, Superintendent of Water
SUBJECT: Temporary Steelhead Trap Facility at Landsburg

As part of the negotiations for steelhead compensation for inaccessible spawning habitat upstream of the Landsburg diversion, the City of Seattle has proposed construction of a temporary steelhead trap facility at Landsburg with joint planning and cooperation of Washington State Department of Wildlife, the Muckleshoot Indian Tribe, the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. This trap would serve as an interim measure to provide steelhead passage around the Landsburg diversion until about 1992. Before installation of the trap facility, the City requests consent by all involved parties on this proposal including trap type and design, location, facility maintenance and operation, and other provisions outlined in this letter.

The City requests concurrence on this Memorandum of Understanding (MOU) by the Washington State Department of Wildlife (WDW), the Muckleshoot Indian Tribe (MIT), the U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service (NMFS). Concurrence is requested to provide a basis of understanding among the Parties on how steelhead will be handled in the Cedar River.

For purposes of this MOU, the above entities are referred to singularly as "Party" or collectively as "Parties". The City of Seattle is also referred to as the "City". The parties other than the City of Seattle are referred to as the "Agencies". The Landsburg Steelhead Trap Facility is referred to as the "Project". The Landsburg water supply diversion dam is referred to as the "Diversion".

A. General

1. Purpose and Scope

This MOU outlines the City's responsibilities for providing temporary winter steelhead passage around the Diversion. This MOU also outlines the Agencies' responsibilities in support of the Project.

2. Duration

The City of Seattle, in cooperation with the Agencies, agrees to provide a temporary steelhead trap facility at Landsburg. All terms of this MOU shall commence no later than the date of execution by all parties. The MOU shall end as of December 31, 1992 but may be renewed by mutual consent of all Parties.

3. Resolution of Disputes

Resolution of disputes over this MOU shall be elevated to the Cedar River Steelhead Work Group made up of representatives from all the Parties. The Steelhead Work Group will be responsible for negotiating settlement of disputes and the goal shall be to reach consensus. Any Party may bring a dispute to the Steelhead Work Group for resolution. If the Work Group is unable to resolve a dispute, it will be elevated to a committee consisting of the Directors from each Party. Any Party wishing to exit this MOU may do so by written notice to all Parties.

B. Steelhead Trap Facility

The City shall provide facilities to allow for the trapping of winter steelhead downstream of the Diversion. All Parties will review and agree on the Project design and installation location prior to construction.

C. Maintenance and Operation

1. Project Construction and Operation

The City, with assistance from NMFS and WDW, shall provide funding and labor to build and install the Project on the Cedar River downstream of the Diversion for the period from February 1 to June 1 each year the Project is in operation. Actual duration of the trap installation and operation may be adjusted upon agreement by the Steelhead Work Group.

NMFS is contracting with FishPro to perform engineering design services for the Project. All Parties will be involved in design review.

WDW is providing funding to procure fabrication materials. The City is providing labor to fabricate and install the project.

2. Project Maintenance

The City shall remove, store, and install the trap facility for each year of operation. The City, with assistance from the Agencies, shall repair/replace the trap to maintain correct working order throughout the duration of this MOU. In addition, the City shall remove debris, as needed, from the Project.

3. Project Recordings and Inspection

The City shall provide funding and labor to check the trap every day, count the fish, and record the status of the trap in a log book. The City shall contact the Green River Rearing Ponds Manager (or Area Fish Biologist) of WDW at 886-2221 to report when there are 10 or more fish in the trap. In any event, the City shall report the status of the trap at least twice weekly.

4. Fish Transport

The WDW shall be responsible for removing trapped steelhead from the trap twice weekly (unless ten or more fish are present), and transporting and releasing them above the Diversion in accordance with the procedures outlined in Attachment A. It is anticipated that approximately 100 to 500 fish will be released above the diversion.

D. Project Acceptance

All Parties agree that this Project will serve as the best solution in providing an interim facility for temporary steelhead passage provided permanent facilities are constructed about 1992.

E. Miscellaneous

1. Permits and Approvals

The City will obtain all permits for the project. The Agencies will cooperate with and assist the City in obtaining the necessary permits and approvals.

2. Emergency Conditions

Nothing in this MOU shall constrain the City from taking action to respond to emergency conditions, including mechanical failure, floods, landslides, or acts of God. At the conclusion of the emergency, the City will return to a normal operation schedule as outlined in this MOU, as soon as possible.

3. Failure of Barrier

If steelhead get upstream of the Project, alternate measures may be taken by the Agencies to trap steelhead and transport them above the dam.

4. Disposition of Equipment at Expiration of MOU

The truck utilized to transport the steelhead will remain the property of the City. Disposition of the steelhead weir and trap will ultimately be with the WDW. However, an agreement may be reached by WDW and the City which may allow future use of the trap and weir by the City. The fish tank will be returned to WDW.

5. Amendments

This MOU can be amended by mutual consent of all Parties.

F. Officials Not To Benefit

The recipient hereby assures and certifies that it shall assure that no member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of this agreement, or to any benefit that may arise from it. Further, it shall comply with the provisions of 18 U.S.C. 1913 which prohibits the direct or indirect use of any funds appropriated by Congress to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence a member of Congress, to favor or oppose any legislation or appropriation, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. Finally it warrants that it has not paid and agrees not to pay any bonus, commission or fee for the purpose of obtaining approval of its application for the financial agreement.

If your agency accepts the terms of this MOU, please sign and date in the signature block below and return to:

Nancy Davidson
Seattle Water Department
Dexter Horton Bldg., 9th Floor
710 Second Avenue
Seattle, WA 98104

Temporary Steelhead Trap Facility at Landsburg

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If you have any questions regarding this agreement, please call Nancy Davidson at 684-4608.

Distribution List:

Rolland A. Schmitten
Regional Director
National Marine Fisheries Service

Virginia Cross
Tribal Chairperson
Muckleshoot Indian Tribe

Curt Smitch
Director of Wildlife
Washington Department of Wildlife

Robert Smith
Assistant Regional Director
U.S. Fish and Wildlife Service

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I accept the terms of the MOU entitled "Temporary Steelhead
Trap Facility at Landsburg".

Dated: _____, 1989

National Marine Fisheries Service,
in its own capacity and as
delegate for the United States
Department of Commerce

By: _____
Rolland A. Schmitten
Regional Director

Address for Notice:

National Marine Fisheries Service
7600 Sandpoint Way N.E. Bin C-15700
Seattle, WA 98115

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I accept the terms of the MOU entitled "Temporary Steelhead
Trap Facility at Landsburg".

Dated: _____, 1989

Muckleshoot Indian Tribe

By: _____
Virginia Cross
Tribal Chairperson

Address of Notice:

Muckleshoot Indian Tribe
39015 - 172nd Avenue S.E.
Auburn, WA 98002

Temporary Steelhead Trap Facility at Landsburg
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I accept the terms of the MOU entitled "Temporary Steelhead
Trap Facility at Landsburg".

Dated: January 5, ¹⁹⁹⁰~~1989~~

Washington State Department of Wildlife

By: Curt Smitch
Curt Smitch
Director of Wildlife

Address for Notice:

Washington Department of Wildlife
16018 Mill Creek Blvd
Mill Creek, WA 98012

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I accept the terms of the MOU entitled "Temporary Steelhead
Trap Facility at Landsburg".

U.S. Fish and Wildlife Service

Dated: _____, 1989

By: _____
Robert Smith
Assistant Regional Director

Address for Notice:

U.S. Fish and Wildlife Service
1002 N.E. Holladay Street
Portland, Oregon 97232-4181

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I accept the terms of the MOU entitled "Temporary Steelhead
Trap Facility at Landsburg".

Dated: _____, 1989

Seattle Water Department

By: _____
Robert P. Groncznack
Superintendent of Water

Address for Notice:

Seattle Water Department
Dexter Horton Building
710 Second Avenue, 10th Floor
Seattle, WA 98104

Attachment A

Procedures for Fish Transport and Release within the Cedar River Watershed

I. General

This attachment outlines the general procedures that Washington State Department of Wildlife (WDW) must follow when operating the temporary steelhead trap at Landsburg. WDW operation activities shall include removing fish from the trap, placing them in a tank, transporting them to the release site approved by the City, and releasing the fish into the Cedar River. In addition to these procedures, WDW shall abide by the Cedar River Watershed Access and Quality Control Regulations when operating within the watershed boundary. WDW shall notify the Watershed Management Headquarters (phone 206-888-1507) of each trip into the watershed and the number of people in the party. A Water Department representative must accompany WDW personnel during fish transport and release operations, and will drive the transport truck.

II. Fish Transport

WDW shall transport trapped fish from the trap to the release site in a truck fitted with a fish tank. The tank shall be disinfected before the initial fish transport and each time the truck leaves the Watershed and returns. Disinfection of the tank and accessory equipment shall include rinsing with a 50 ppm chlorine solution and flushing well prior to transporting the fish. Discharge of the chlorine solution shall be to the ground at a location far enough from the river to prevent surface runoff from reaching the river. The tank shall be filled with river water at Landsburg for fish transport. The transport truck will be driven by a Water Department representative.

III. Fish Release

No fish with identified disease or parasite infection shall be released above the diversion. WDW shall release fish no closer to Landsburg than the entrance of Rock Creek upstream in Section 17, T 22 N, R 7 E.

IV. Reporting

WDW shall prepare a report after each season summarizing the number, size, sex and date of steelhead transported by December of each year. The report shall describe general procedures used and any difficulties encountered. This report shall be distributed to the Cedar River Steelhead Work Group.

CURT SMITCH
Director



DEC 26 1989



STATE OF WASHINGTON
DEPARTMENT OF WILDLIFE

16018 Mill Creek Blvd., Mill Creek, WA 98012

Tel. (206) 775-1311

December 21, 1989

To: Chris Drivdahl

From: Gary Engman

Gary

Subject: Cedar River, Landsburg Dam Interim Steelhead Passage
Memorandum of Understanding.

Enclosed is the final version of the above referenced MOU. It is a product of ongoing discussions with Seattle Water Department, other resource agencies and tribes regarding re-establishment of steelhead to their historic range and productivity in Cedar River. This final version reflects comments of all parties. (Bill Frymire has also reviewed this MOU, but not since incorporation of the latest revisions.) I herewith submit this to you and recommend it for Director's signature.

I apologize for the delay in getting this to you, but some additional discussions were necessary to assure this MOU accurately represents our respective agreements. Until just a few days ago, difficulties with the anchoring system threatened the entire plan. As of today, I am very glad to say that these problems have been resolved and we have reached agreement on a final trap design and location. Material procurement can now be completed and Seattle can begin fabrication in earnest. We still anticipate being able to install and activate the trap close to our original target date of early February.

Meanwhile, we continue to make progress toward construction of permanent facilities. Along with representatives of NMFS, Muckleshoot Tribe and Seattle, I participated on the panel to select a design consultant for the permanent ladder and juvenile protection facilities. The selection process is now complete and a Seattle will award a contract after the first of the year.

Let me know if there are any questions.

c: Joan Keller, Regional Manager
Ted Muller
Chuck Phillips
Bob Pfeifer
Gary Fenton